

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Approve and authorize the Chairman to execute an Agreement and Hold Harmless with the Celery City Cruisers to hold an Antique Car Show on the grounds of the Museum of Seminole County History on November 8, 2008

DEPARTMENT: Library Services

DIVISION: Museum

AUTHORIZED BY: Jane Peterson

CONTACT: Jane Peterson

EXT: 1501

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Agreement and Hold Harmless with the Celery City Cruisers to hold an Antique Car Show on the grounds of the Museum of Seminole County History on November 8, 2008.

County-wide

Jane Peterson

BACKGROUND:

Celery City Cruisers (classic automobile club) will hold an Antique Car Show on the grounds of the Museum of Seminole County History November 8, 2008. The use of the Museum grounds will be from 7:00 AM to 4:00 PM. The hours of the event are 10:00 AM to 3:00 PM. The Board of County Commissioners has authorized this event since 1999. The Agreement and Hold Harmless is to indemnify the County against liability loss or damage. The President of the Club has signed the agreement on behalf of the members.

STAFF RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and authorize the Chairman to execute an Agreement and Hold Harmless between Seminole County and the Celery City Cruisers for the purpose of holding an Antique Car Show that will be held on the grounds of the Museum of Seminole County History November 8, 2008.

ATTACHMENTS:

1. Hold Harmless Agree between Seminole County and the Celery City Cruisers 2008

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**CELERY CITY CRUISERS
AGREEMENT AND HOLD HARMLESS**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **CELERY CITY CRUISERS**, a recreational organization, whose mailing address is P.O. Box 560, Sanford, Florida 32772, hereinafter referred to as "CRUISERS".

In consideration of the mutual terms and conditions hereinafter set forth, COUNTY and CRUISERS agree as follows:

COUNTY hereby agrees to allow CRUISERS to use the Seminole County Historical Museum grounds located at 300 Bush Boulevard, Sanford, Florida 32773, as described in Exhibit A attached hereto and incorporated herein, on November 8, 2008, for the purpose of holding its Antique Car Show.

CRUISERS agrees to indemnify and hold harmless COUNTY from and against any and all liability, loss, or damage COUNTY may sustain as a result of claims, demands, grievances, costs, judgments, or causes of action of every kind and nature whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature, or description arising, or which may hereafter arise, from CRUISERS use of the Seminole County Historical Museum grounds.

CRUISERS shall provide, pay for, and maintain in force at all times during the term of this Agreement such insurance as will provide to COUNTY the protection contained in the foregoing indemnification

and hold harmless undertaken by CRUISERS. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to COUNTY. COUNTY reserves the right to require a certified copy of such policies upon request. The maintenance of the insurance coverage set forth herein shall not be construed to limit CRUISERS liability under the provisions of the indemnification clause.

CRUISERS does hereby release and discharge COUNTY, its agents, officers, and employees from and against any and all claims, demands, grievances, costs, judgments, or causes of action of every kind and nature whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature, or description arising or which may hereafter arise from CRUISERS use of the Seminole County Historical Museum grounds.

CRUISERS shall be responsible for cleaning up and leaving the premises in the same condition as they were found. Failure to maintain or clean up the premises used shall result in the COUNTY employing such persons as necessary to bring the premises used up to the condition existing prior to use by CRUISERS. CRUISERS shall be responsible for any costs incurred by COUNTY for such cleanup services.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

Joye Danopuk
Witness
JOYE DANOPUK
Print Name

Charles Havelka
Witness
CHARLES HAVELKA
Print Name

CELERY CITY CRUISERS

By: [Signature]
DAVID SCOTT, President

Date: 3/10/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20
regular meeting.

County Attorney

AEC/lpk

2/27/08

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Attachment:

Exhibit A - Historical Museum Grounds Map

EXHIBIT A

